



## **EXHIBIT A - MOBILE SOFTWARE FROM APPLE APP STORE**

The following applies to any Unily Mobile Software Customer acquires from the Apple App Store (App Store Software):

**Acknowledgment.** This agreement is between Unily and Customer only, and not with Apple, and Unily, not Apple, is solely responsible for the App Store Software and the content thereof. The agreement does not provide for usage rules for App Store Software that are in conflict with the App Store Terms of Service as of the effective date of the agreement (which Customer acknowledges it has had the opportunity to review).

**Scope of License.** The license granted to Customer for the App Store Software is limited to a non-transferable license on any Apple-branded Products that the Customer owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App Store Software may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

**Maintenance and Support.** Unily is solely responsible for providing any maintenance and support services with respect to the App Store Software, as specified in the agreement, or as required under applicable law. Unily and Customer acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Software.

**Warranty.** Unily is solely responsible for any App Store Software warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App Store Software to conform to any applicable warranty, Customer may notify Apple, and Apple may refund the purchase price for the App Store Software (if that purchase price was paid to Apple on behalf of Unily to Customer; and that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App Store Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty is Unily's sole responsibility.

**Product Claims.** Unily and Customer acknowledge that Unily, not Apple, is responsible for addressing any claims of Customer or any third party relating to the App Store Software or Customer's possession and/or use of that App Store Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the App Store Software's use of the HealthKit and HomeKit frameworks. This agreement does not limit Unily's liability to Customer beyond what is permitted by applicable law.

**Intellectual Property Rights.** Unily and Customer acknowledge that, in the event of any third-party claim that the App Store Software or Customer's possession and use of that App Store Software infringes that third party's intellectual property rights, Customer, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

**Legal Compliance.** Customer represents and warrants that: (i) he/she/it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she/it is not listed on any U.S. Government list of prohibited or restricted parties.

**Developer Name and Address.** Company's name is Unily Inc., address is, and the contact information 31 Bond St, New York, NY 10012, to which any Customer questions, complaints, or claims with respect to the App Store Software should be directed.

**Third-Party Terms of Agreement.** Customer must comply with applicable third-party terms of use when using the App Store Software (e.g., the App Store Software is a VoIP application, then Customer must not be in violation of its wireless data service agreement when using the App Store Software).

Third-Party Beneficiary. Unily and Customer acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this agreement, and that, upon Customer's acceptance of the agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the agreement against Customer as a third-party beneficiary thereof.